§ 6; STAT. 8 & 9 VICT., c. 106, § 9. Legislatures are, unfortunately, slow to perceive the necessity of such statutes. See 18 GREEN BAG 426; 19 GREEN BAG 317.

LANDLORD AND TENANT — ASSIGNMENT AND SUBLETTING — SUBLEASE FOR FULL TERM WITH RIGHT OF REËNTRY RESERVED. — The plaintiff leased property to a company which sublet to the defendant for the rest of its term, reserving a certain rent and a right to enter if the rent were not paid. The plaintiff sued the defendant as assignee of the lease for the original rent. *Held*, that the plaintiff cannot recover. *Davis* v. *Vidal*, 151 S. W. 290 (Tex., Sup. Ct.).

A sublease conveying the whole remainder of the sublessor's term and leaving no interest in the land in himself is regarded, at least as between the original lessor and the sublessee, as an assignment of the term. *Hollywood* v. *First Parish in Brockton*, 192 Mass. 269, 78 N. E. 124. See *Bedford* v. *Terhune*, 30 N. Y. 453, 458. Of course where there is a reversion in the lessee the whole interest does not pass. But a right of entry is generally held not to have that effect. *Sexton* v. *Chicago Storage Co.*, 129 Ill. 318, 21 N. E. 920; *Craig* v. *Summers*, 47 Minn. 189, 49 N. W. 742. That a right of entry is an interest in the land in the nature of a reversion has been given as a reason in some cases for holding it to be devisable. *Austin* v. *Cambridgeport Parish*, 21 Pick. (Mass.) 215. See *Proprietors of Church in Brattle Square* v. *Grant*, 3 Gray (Mass.) 142, 148. But by the weight of authority it is a mere personal right, in the nature of a chose in action, to get back an interest which one has conveyed away. *Nicoll* v. *New York & Erie R. Co.*, 12 N. Y. 121; *St. Joseph & St. Louis R. Co.* v. *St. Louis, I. M. & S. Ry. Co.*, 135 Mo. 173, 36 S. W. 602. Since for the time being no interest or estate in the land is retained, it seems that the transaction is in substance an assignment. The Statute of *Quia Emptores* creates a similar situation in regard to estates in fee, and it is applied to cases where a right of entry is reserved. See *Doe d. Freeman* v. *Bateman*, 2 B. & Ald. 168, 170; LEAKE, PROPERTY IN LAND, 2 ed., 170–171, 174. Such a sublease as that in the principal case has been held to be an assignment on the ground that a right of entry cannot exist apart from a reversion, and is therefore void. *Cameron Tobin Baking Co.* v. *Tobin*, 104 Minn. 333, 116 N. W. 838. But this reasoning seems untenable and unnecessary. *Doe d. Freeman* v. *Bateman*, *supra*.

MASTER AND SERVANT — DUTY OF MASTER TO PROVIDE SAFE APPLIANCES — SUBSTITUTION FOR LIABILITY. — The plaintiff sued in New York for a negligent injury by his employer occurring on a German vessel in New York harbor. The defendant pleaded a contract of employment made in Germany under a compulsory Workmen's Compensation Act, which provided that the employee should give up his right of action for negligence and instead have recourse to an insurance fund made up by the contributions of employer and employee. *Held*, that this defense is not against the public policy of New York. *Schweitzer* v. *Hamburg-Amerikanische Packetfahrt Actien Gesellschaft*, 138 N. Y. Supp. 944.

The law of the port rather than the law of the flag must govern all rights arising from the tort in this case. *Geoghegan* v. *Atlas Steamship Co.*, 3 N. Y. Misc. 224, 22 N. Y. Supp. 749; *Sherlock* v. *Alling*, 93 U. S. 99. But a foreign contract valid by the *lex loci contractus* may be a defense, unless the recognition of it is open to some special objection by the law of the forum. See 25 HARV L. REV. 385. The enforcement of the contract in New York would not seem to be a denial of due process of law, although the German statute under which the contract was made would perhaps be unconstitutional if passed by the New York legislature. See COOLEY, CONSTITUTIONAL LIMITA-

TIONS, 7 ed., 517–518; BRANNON, FOURTEENTH AMENDMENT, 110 *et seq.* Nor should it be held against public policy to enforce a contract which substitutes for the ordinary tort liability an obligation to contribute to an insurance fund. The most serious objection to an agreement of this sort is the danger that the employer may relax his efforts to provide safeguards, because his negligence will not now have so direct and immediate an effect on his purse. Contracts for exemptions from all liability for negligence to the employee have long been regarded as against public policy by the great weight of authority, although the employer generally specifies that the employee is compensated by an increased wage. *Johnston* v. *Fargo*, 184 N. Y. 379, 77 N. E. 388; *Roesner* v. *Hermann*, 8 Fed. 782. *Contra, Griffiths* v. *The Earl of Dudley*, 9 Q. B. 357. So in the law of common carriers a contract against all liability for negligence is almost universally refused recognition. *Bank of Kentucky* v. *Adams Express Co.*, 93 U. S. 174; *Illinois Central R. Co.* v. *Beebe*, 174 Ill. 13, 50 N. E. 1019. *Contra, Cragin* v. *New York Central R. Co.*, 51 N. Y. 61. But a contract with a carrier limiting liability to what is still a substantial amount is very generally allowed. *Hart* v. *Pennsylvania R. Co.*, 112 U. S. 331, 5 Sup. Ct. 151; *Graves* v. *Lake Shore & Michigan Southern R. Co.*, 137 Mass. 33. *Contra, Overland Mail & Express Co.* v. *Carroll*, 7 Colo. 43, 1 Pac. 682. To be sure, in the law of carriers it is a question of safeguarding the right of the public to efficient public service, whereas in the law of master and servant the state is protecting itself from the burden of injured workmen. But it is submitted that the essential point of protecting the public interest is equally attained in either class of cases by a substantial liability. In the long run the annual assessments for the insurance fund required by the contract in the principal case must be influenced by the number of accidents, and this will prove a substantial incentive to due care.

NUISANCE — WHAT CONSTITUTES A NUISANCE — EXTINGUISHMENT OF CAUSE OF ACTION BY PAROL LICENSE. — A landowner sued the defendant for maintaining a nuisance by establishing a pumping station on adjoining land. In consideration of the payment of a judgment entered by consent the landowner released all claims which she, "her executors, administrators, heirs, grantees, or assigns" should acquire on account of the alleged nuisance. The landowner conveyed to the plaintiff, who brought suit for damages caused by the pumping station. *Held*, that the plaintiff cannot recover. *Panama Realty Co.* v. *City of New York*, 48 N. Y. L. J. 1690.

The decision rests on the theory that the right to enjoy one's own land undisturbed by the various uses of neighboring land which the law has classed as private nuisances, is a natural right in the nature of an easement or servitude imposed by law upon the neighboring land. If a landowner gives a parol license to do acts on the licensee's land inconsistent with a servitude of the licensor's, the license becomes irrevocable when the licensee has acted in reliance thereon, and extinguishes the servitude. *Morse* v. *Copeland*, 2 Gray (Mass.) 302; *Winter* v. *Brockwell*, 8 East 308. In the principal case the consensual judgment followed by the continuance of the pumping station was assumed to have this effect. But, it is submitted, the right to maintain a nuisance which restricts the ordinary enjoyment of the injured land and permits an extraordinary use of the injuring property, resembles the creation rather than the extinguishment of a servitude. *Cf. Churchill* v. *Russel*, 148 Cal. 1, 82 Pac. 440; *City of Kewanee* v. *Otley*, 204 Ill. 402, 413, 68 N. E. 388, 392. See *Veghte* v. *Raritan Water Power Co.*, 19 N. J. Eq. 142, 153, 154. A legal servitude must be created by grant or prescription. *Fentiman* v. *Smith*, 4 East 107; *Morse* v. *Copeland, supra.* The agreement in the principal case might create some equitable servitude. *Cf. Rerick* v. *Kern*, 14 Serg. & R. (Pa.) 267; *McBroom* v.